

Solicitation 715-10686

Trust Services for Cemetery Perpetual Care Trust Fund



City of Fort Lauderdale

Bid 715-10686

Trust Services for Cemetery Perpetual Care Trust Fund

Bid Number **715-10686**
Bid Title **Trust Services for Cemetery Perpetual Care Trust Fund**

Bid Start Date **Jan 5, 2011 8:40:09 AM EST**
Bid End Date **Feb 9, 2011 2:00:00 PM EST**
Question & Answer
End Date **Jan 24, 2011 8:00:00 PM EST**

Bid Contact **Richard Ewell**
 Purchasing
 rewell@fortlauderdale.gov

Pre-Bid Conference **Jan 20, 2011 2:00:00 PM EST**
 Attendance is optional
 Location: 100 N. Andrews Avenue, 8th Floor Conference Room, Fort Lauderdale, FL
 33301.

Changes made on Jan 7, 2011 7:14:15 AM EST

New Documents **Attachment B - C - D.pdf**

Changes were made to the following items:

[Trust Services for Cemetery Perpetual Care Trust Fund](#)

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified proposers to provide trust custodial (act as trustee) services and provide investment management services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

For a copy of the RFP, go to www.bidsync.com.

Added on Jan 7, 2011:
Exhibits B, C & D added.

Changes made on Jan 7, 2011 7:14:15 AM EST

RFP #715-10686**TITLE: TRUST SERVICES FOR CEMETERY PERPETUAL CARE TRUST FUND****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide trust custodial (act as trustee) services and provide investment management services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing MUST be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award will be made to the highest ranked proposer for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award to that proposer who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

Release RFP	12/28/10
Pre-Bid Meeting	01/20/11
Location: 100 N. Andrews Avenue, 8 th Floor Conference Room	
Time: 2:00 pm	
Last Date for Receipt of Questions of a Material Nature	01/24/11
Addendum Release (If required)	01/26/11
PROPOSAL DUE (Prior to 2:00 PM EST)	02/09/11

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

07. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or final execution of the contract by the City, whichever is later, and shall expire five years from that date.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

08. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term five year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

09. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

10. **CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

11. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

12. **INVOICES/PAYMENT**

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

13. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s)

offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

16. **INSURANCE**

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance, and Professional Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)Consultants

Limits: \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

17. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim,

lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

18. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

19. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

22. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PROJECT DEFINITION AND OBJECTIVE

It is the intent of the City of Fort Lauderdale (City) to select a Contractor to act as trustee **and to provide** investment management services for the City's Cemetery Perpetual Care Trust Fund (Fund), which presently has approximately \$18,500,000 in assets. The Fund objective is to obtain a net positive yield through interest, dividends and capital appreciation on its portfolio through an innovative investment approach, while adhering to the Investment Policy of the Municipal Cemetery System Perpetual Care Trust Fund, revised 2004, which is attached hereto as Exhibit A.

The City controls and supervises a public municipal cemetery system comprised of four City cemeteries. In accordance with the Code of Ordinances of the City of Fort Lauderdale (Code), the Fund was established to provide for the on-going care of all plots, crypts, niches, markers and memorials sold and installed in the cemetery system. (See, Code, Chapter 10 attached hereto as Exhibit B). Currently the Fund portfolio is allocated to different asset classes. Attached hereto as Exhibit C is a list of asset classes. Attached hereto as Exhibit D is activity showing Fund balance, income, expenses and returns from October 1, 1986 through September 30, 2010.

The Fund is comprised of certain income sources and authorized expenditures. Income includes a percentage of sales related to the Cemetery operations, which are required to be paid into the Fund. Income deposited to the Fund is on a cash basis of collections and is deposited monthly. The current monthly average deposit is approximately \$50,000.

The City expects a minimum return from interest and dividends in the amount of \$600,000 annually net Fund fees and capital gain appreciation.

Authorized expenditures include maintenance expenses, capital improvements, and the cost of managing the Fund. The cemetery contractor, responsible for cemetery operations, submits to the City quarterly reimbursement requests for cemetery maintenance operations. Maintenance operation costs are reimbursed from the Fund to the cemetery contractor up to the amount of interest and dividends earned in the corresponding quarter less 50% of the Fund fees for that quarter.

Monies may also be expended from the Fund for capital projects using proceeds from capital gains of the Fund. Capital gain is defined as the appreciation of the portfolio not including interest and dividends, fees for managing the fund and the Fund corpus.

Absolutely no part of the Fund Corpus shall be expended or withdrawn from the Fund. The Corpus is defined as the original deposit into the Fund plus obligatory deposits made in conjunction with Cemetery sales operations. Of the approximate \$18,500,000 currently in the Fund, approximately \$11,000,000 is Corpus.

The Cemetery System Board of Trustees (Board) is responsible for promulgating Rules and Regulations for the Cemetery operations. Additionally, the Board is the trustor of the Fund, responsible for recommending to the City Commission a trustee to manage the Fund. The Board consists of 10 members appointed by the City Commissioners. This Board meets every other month commencing in January, typically on the second Thursday of the month at 3:30 PM. The Board receives monthly statements of the Funds' activity and balance by asset

class. The Contractor must provide a quarterly review on past performance (agreed indexes and peer review), current conditions and any changes proposed for the portfolio. A City Liaison, appointed to the Board, coordinates communications, agenda items, and any related concerns of the Board, this Contractor, City or Cemetery Contractor.

02. REQUIRED INVESTMENT PROCESS

All investments will be delivered into a designated Trust Account owned and maintained by the City of Fort Lauderdale. Any and all proceeds (Principal and/or Interest payments) shall go directly to this account established specifically for the Cemetery Perpetual Care Trust Fund.

Initially the process will require close coordination for transition of the Funds from the current Trustee with the new Trustee and the City, thereafter, once the portfolio is established and operating smoothly, the Trustee will continue to operate within the established guidelines approved by the City and the Board and shall keep the Board and the City Liaison informed of any significant changes, and or activity that may risk the value of the portfolio.

The Contractor will acknowledge in writing that their institution has a fiduciary obligation as a Custodial Trustee and investment Manager to the fund while providing the services as outlined in this RFP.

03. CITY INVESTMENT POLICY

The INVESTMENT POLICY MUNICIPAL CEMETERY SYSTEM, PERPETUAL CARE TRUST FUND Revision Effective April 2004, refer to Exhibit "A".

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required. This will also include the quality of responses to the questions in the Proposal Pages Part II – Technical Proposal section.	<u>30%</u>
Ability to produce meaningful reports on a monthly basis reflecting results for the month and year; ability to evaluate fund performance; and the quality of the investment manager process.	<u>20%</u>
Your investment philosophy and hypothetical investment strategy for the current Fund outlined in the Proposal Pages Part II, Technical Proposal, Tab 8.	<u>20%</u>
Total Sample Cost for Five Years	<u>30%</u>
TOTAL PERCENT AVAILABLE:	<u>100%</u>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

2^{nd} lowest cost minus lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points minus Z = points assigned to 2^{nd} lowest vendor and so on.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS NINE (9) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS TEN (10) COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES
PART 1 - COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this Request for Proposal. This is a fixed rate based on the value of the portfolio. No other costs will be accepted. The basis points as indicated on this cost proposal will be the same for the initial contract period of five years.

Basis Points _____ on the first \$15,000,000

Basis Points _____ on the next \$ 2,000,000

Basis Points _____ on the next \$ 2,000,000

Basis Points _____ on the next \$ 2,000,000

Basis Points _____ on the next \$ 2,000,000

Cost of sample portfolio for five years (basis points to be in accordance with above response):

YEAR 1 \$15,000,000 x _____ Basis Points = \$ _____

YEAR 2 \$17,000,000 x _____ Basis Points = \$ _____

YEAR 3 \$19,000,000 x _____ Basis Points = \$ _____

YEAR 4 \$21,000,000 x _____ Basis Points = \$ _____

YEAR 5 \$23,000,000 x _____ Basis Points = \$ _____

TOTAL SAMPLE COST FOR 5 YEARS \$ _____

PART VIII - PROPOSAL PAGES
PART II- TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1. Bid/Proposal Signature page
- Tab 2. Non-Collusion Statement
- Tab 3. Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4. Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 5. Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 6. **Organization**
 - 01. Describe the organization, date founded, and ownership of the firm and regulatory bodies this firm reports to. Has your firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
 - 02. Describe any other business affiliations (e.g. subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
 - 03. Identify the types of accounts primarily managed by your firm.
 - 04. Does your firm have an office in the State of Florida? If so, please indicate the closest location to Fort Lauderdale.
 - 05. Provide a brief history of your company's experience with custody, safekeeping clearing services, investment management and any special expertise or unique capabilities. Describe your strengths that differentiate your services from other providers.
 - 06. Summarize fidelity bond coverage, errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverage the firm carries. Certificate of insurance should be provided in Tab 5 above.

Tab 7. Professional Qualifications

01. Is this organization a subsidiary, parent, or affiliate of any other firm? If so, please describe in detail. Do any of these affiliates provide any other fund services such as investment management, actuarial work, etc? If you provide more than one service, how do you protect against conflicts of interest?
02. What is the number of full time employees in this firm?
03. Submit biographical profiles on the individual(s) who will be assigned to this account including but not limited to, title, number of years at this firm, total number of years of experience, professional designations or licenses and SEC, NASD, or any other regulatory censures or actions or litigations, if any. Please indicate where these individual(s) are located? Indicate which individuals will attend quarterly review meetings with Cemetery Advisory Board of Trustees.

Tab 8. Investment Philosophy/Hypothetical Analysis of Fund

01. Briefly describe the firm's investment philosophy in developing portfolio construction to meet the client's investment policy objectives.
02. Provide a sample analysis of the current Fund amount of \$18,500,000. Allocate the assets to specific classes. Show the prospectus for any mutual fund and/or investment manager to be used as well as all fees associated with the allocation. Provide the projected annual yield for each asset allocation.
03. What are the primary strategies employed by your firm for adding value to the portfolio (e.g. market timing, research, etc.)
04. Describe how investment ideas are originated and how researched, and how the ultimate investment decision is made. Explain how investment decisions are then implemented, monitored and evaluated.

Tab 9. Investment Manager Selection

01. What is the procedure and criteria you follow in the selection of investment managers? Historically, how long does this process take from start to finish?
02. How many firms do you track for investment manager search purposes? How many Investment managers do you typically recommend to the Board from the total search database?
03. What criteria are used to recommend termination of an investment manager?
04. Do you or a related company have relationships with investment managers that you recommend, consider for recommendation, or otherwise mention to the plan for consideration? If so, describe those relationships.

05. Do you or a related company receive any payments from investment managers you recommend, consider for recommendation, or otherwise mention to the plan for consideration? If so, what is the extent of these payments in relation to your other income (revenue)?

06. Do you have any policies or procedures to address conflicts of interest or to prevent these payments or relationships from being considered when you provide advice to your clients. Explain your procedures.

07. Do you have any arrangements with broker-dealers under which you or a related company will benefit if investment managers place trades for their clients with such broker-dealers?

Tab 10. Performance Evaluation

01. Describe and illustrate any special indices constructed by your firm. Do you use peer review in evaluating an investment manager's performance?

02. Please explain size, composition, and source of the firm's performance measurement database. What indices are used for relative comparisons? Specifically describe the performance evaluation system and the philosophy behind it.

03. Will you be able to meet the requirement of meeting quarterly with the Board? How soon, following the end of a reporting period, can you have copies of evaluation reports to us?

04. Provide samples of your standard reports. How much variation is available from your standard reports?

Tab 11. Experience

01. Describe the firm's experience in managing portfolio of this type for trust accounts including any relevant experience in managing trust funds in Florida. Specifically list governmental or similar accounts.

02. Provide details on the scope of the firm's trustee services. Does the firm serve as a named Trustee? If so, how long has it served in this capacity?

a. Define your process of fiduciary oversight. How would you assist the Cemetery Advisory Board in meeting its fiduciary responsibilities? If you are awarded this contract will you acknowledge in writing that you have a fiduciary obligation as the trustee?

b. Why is your firm uniquely qualified to service this account?

c. What is the total number of your Trust Custodial clients?

d. What is the total market value of all your clients?

e. What is the distribution of your Trust Custodial clients?

By size in dollars:

Less than \$50 million	_____
\$50- \$100 million	_____
\$100- \$500 million	_____
\$500 million - \$5 billion	_____
Over \$5 billion	_____

Tab 12. Data Processing/Computer Systems

01. Please indicate the locations(s) of your administrative operations and computer facilities that support your custody operations.
02. Please describe your system's software. Indicate who designed the software (in-house versus purchased) and how long the current software has been in use.
03. Define the systems support available to your Trust Custodial services.
 - a. Backup and recovery capabilities
 - b. Security and emergency arrangements
 - c. Downtime experience
04. Do you plan any major system conversions within the next two years? If so, please briefly explain the process.
05. If your system prices holdings, how often are domestic and foreign prices updated? What are your domestic and foreign pricing sources and how are prices verified? How are mortgage and other non-traditional fixed income securities priced?
06. Please describe the independent audit review that is performed on the computer system.

Tab 13. On-Line Communications

01. What reports and functions are available on-line? Please provide examples.
02. How current are the transactions and valuations?
03. Describe your system's customer availability timeframes.

Tab 14. Accounting and Reporting

01. Describe your accounting and reporting system.
02. Describe what format is used to report data (i.e., trade date, settlement date or cash basis).
03. Describe procedures to ensure securities are properly priced.
04. What reports are provided as part of your standard Trust Custodial package? How frequently are they produced and how quickly are they distributed? Please list and describe each report separately, along with dates available to the client and provide examples of these reports.
05. What optional reports are available with/without an extra fee?
06. How are special requests handled? Is your system flexible enough to accommodate tailored reporting requirements?
07. Describe any unique features that your reporting package includes as it relates to standard trustee accounting reports.
08. Does your system allow reports to be recreated as of an interim past date?
09. Indicate how quickly transactions are posted and how quickly monthly reports are available after month end.
10. How do asset valuations and transactions statements reflect pending transactions?
11. How do asset statements reflect accrued items, such as accrued income and expenses?
12. Is interest and dividend income reported on a cash or accrual basis, if accrual, is the accrual used in the calculation of the monthly fee? When are income payments on government, corporate bonds, equities, or short-term paper credited?

Tab 15. Securities Processing/Procedures and Controls

01. Which major depository and clearinghouse facilities are you a member of?
02. Please describe how you distribute and keep track of proxy information. Give examples of any reports you produce that are available to clients. What is the price of this service, if any?
03. Do you automatically file securities class action suits for your clients for securities held in the period under contract with your institution? How about claims for securities held by the client prior to the period under contract with your institution?
04. Is there a general audit system in place certified by a major public accounting firm? Discuss frequency and scope of review performed.

05. What securities pricing services are utilized for each asset category and how are the prices verified and when are prices available?
06. What is your system of quality control to ensure reporting accuracy?
07. What controls are in place to ensure that account activity is within the policies set by the client?

Tab 16. Cash Management

01. Describe your policies concerning:
 - (1) Collection and crediting of interest and dividend income
 - (2) Automatic investment of cash balances
02. Describe your investment vehicles used for short-term cash reserves.
03. When does income become available for investment?
04. What is the procedure for requesting demand checks? What is the turn-around time? Is there a related cost for demand checks?

Tab 17. Transition to New Trustee

01. Include a conversion plan and an outline of the process.
02. Please specify if you have a dedicated "conversion team".
03. What amount of lead time is necessary to proceed with the conversion? Describe the timeframe associated with the conversion process.

Tab 18. Proposed Contract

01. Provide a proposed custodial trustee agreement for your firm's services.

Tab 19. Disputes, Litigation and Defaults:

Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant related to custodial trustee services for a period of five (5) years prior to the submission of this proposal.

- Tab 20: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 21: List of 3 clients/references for whom you have provided similar services in the last three years; this will include and contracts you have had with the City of Fort Lauderdale. Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 22: Any additional attachments to your proposal.

RFP #715-10686
Exhibit A

**INVESTMENT POLICY
MUNICIPAL CEMETERY SYSTEM
PERPETUAL CARE TRUST FUND
REVISION EFFECTIVE - APRIL 2004**



Table of Contents

	Page
I. SCOPE	3
II. INVESTMENT OBJECTIVES	3
III. PERFORMANCE MEASUREMENTS	4
IV. STANDARDS OF PRUDENCE	5
V. AUTHORIZED INVESTMENTS	5
VI. MATURITY AND LIQUIDATION REQUIREMENTS	6
VII. PORTFOLIO COMPOSITION	7
VIII. RISK AND DIVERSIFICATION	7
IX. THIRD PARTY CUSTODIAL AGREEMENTS	8
X. MASTER REPURCHASE AGREEMENT	8
XI. BID REQUIREMENTS	8
XII. INTERNAL CONTROLS	8
XIII. CONTINUING OF EDUCATION	9
XIV. REPORTING	9

Investment Policy

City of Fort Lauderdale Cemetery Trust Fund Funds

I. SCOPE

The City Cemetery System Rules and Regulations (Regulations) established a Perpetual Care Trust to provide for the on-going care of all plots, crypts, niches, markers and memorials sold and installed in the Cemetery System. The same Regulations designate the Cemetery System Board of Trustees (Board) as trustor of the Perpetual Care Trust Fund (Trust Fund).

The Board has adopted these guidelines for the investment of the Trust Fund to be administered in accordance with applicable Florida State Statutes and City Ordinances. To that end, this policy is intended to set forth the procedures, investment objectives and parameters for the management of the Trust Fund in a manner designed to fulfill the requirements of the Board's fiduciary responsibilities.

In accordance with the Regulations, a trustee to manage the Trust Fund (Managing Trustee) has been recommended to and approved by the City Commission. The Managing Trustee is, and future Managing Trustees must be, a bank or other investment counselor licensed by the state to handle the investment of fiduciary funds.

II. INVESTMENT OBJECTIVES

Balanced Objective

The foremost objective of this investment program is the safety and preservation of the corpus of the fund. Consistent with their respective investment styles and philosophies, investment managers should make reasonable efforts to preserve the corpus of the fund, understanding that losses may occur in individual securities and in any one particular year. The definition of Balanced objective is as follows: This Balanced approach is designed to offer the potential for capital appreciation and current income through a 40% to 60% allocation to equities (long term target of 50%) and 40% to 60% allocation to fixed-income securities (long term target 50%).

Maintenance of Liquidity

The Cemetery System operates under a multiyear contractual agreement that provides for the Cemetery Contractor (Contractor) to be reimbursed out of the Trust Fund for allowable expenses as set forth in that contract. The Board determines eligible Contractor re-imbursement payments on a quarterly basis. Since reimbursements are limited to the dividend and interest income of the Trust Fund net of **50%** of the investment expenses (fees), the Managing Trustee is able to determine the maximum liquidity position required to meet the quarterly contractual

reimbursement requirements. It is the responsibility of the City to provide the Managing Trustee with any extraordinary disbursement projections in sufficient time to meet liquidity needs. The portfolios shall be managed by the Managing Trustee with the understanding that funds are to be available to meet reasonably anticipated cash flow requirements in an orderly manner.

The Regulations explicitly mandate that only the income generated by the Trust Fund can be expended. Deposits into the Trust Fund from Cemetery System sales make up the Corpus of the Trust Fund and no part of the Corpus can be expended. Accumulated earnings for all years, which include gains and losses, are not considered to be part of the corpus and may be used for expenditures as described in Section 10-47 of the Code of Ordinances of the City of Fort Lauderdale, provided that such expenditures have been approved by the Board and City Commission, as necessary.

Investment Income

Through a diversification of investments across various asset classes detailed in Section VIII, the investment income goals are two fold:

- 1) Capital Appreciation of the Trust Fund which is essential to meeting future financial responsibilities
- 2) Maximizing dividend and interest income, which is primarily used to reimburse the contractor (see Maintenance of Liquidity above), in order to maintain the cemeteries in top condition and promote a sound business relationship with the contractor

III. PERFORMANCE MEASUREMENTS

- A. The Measures of Investment Performance of investment returns on the various asset categories are as follows:
 1. The Trust Funds' fixed income portfolio will be compared to the weighted average return of the Lehman Aggregate Bond Index.
 2. The Trust Funds' domestic equity portfolio will be compared to the weighted average return of the Standard and Poor's 500 Index.
 3. Except for emerging markets, the Trust Funds' international portfolio will be compared to the weighted average return of the Morgan Stanley Europe, Australia, & Far East (EAFE) Index.
 4. The Trust Funds' emerging markets portfolio will be compared to the weighted average return of the MSCI Index for Emerging Markets.
- B. On a quarterly basis, the Board shall evaluate the current and historical performance of the Trust Fund to determine:

1. If the Managing Trustee has performed according to these Policy guidelines; and
2. How the Managing Trustee has performed in relation to the Measures of Investment Performance for their asset class.

IV. PRUDENCE AND ETHICAL STANDARDS: Pursuant to Florida Probate Statute 518.11

- A. The Board will adhere to the standard of a Prudent Investor within the context of the overall management of the Trust Fund investment program.
- B. Any person or firm, such as the Managing Trustee, retained concerning the investment, monitoring, or advisement of Trust Fund assets will be held to the highest standard of Prudent Investor. Such person or firm will exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

V. AUTHORIZED INVESTMENTS

- A. Trust Fund placed with the Managing Trustee is to be invested only in those authorized classes of investment as contained in this Policy. Investments should be made subject to Trust Fund cash flow needs and such cash flows are subject to revision due to changes in Trust Fund needs and market conditions.
- B. The authorized classes of investments for the Trust Fund are as follows:
 1. Bonds, securities, and certificates of indebtedness of the United States government;
 2. Obligations guaranteed as to principal and interest by the United States government;
 3. Obligations guaranteed as to principal and interest by government sponsored agencies of the United States government;
 4. The Florida Local Government Surplus Funds Trust Fund (SBA);
 5. Commercial Paper rated A-1 or P-1 by a nationally recognized rating service. If the Commercial Paper is backed by a Letter of Credit (LOC), the long term debt of the LOC provider must be rated A or better by at least two nationally recognized rating services;

6. Bankers Acceptances of United States banks or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, rated A-1 or P-1 by a nationally recognized rating service;
7. Corporate bonds or notes (other than high yield bond funds authorized in 14 below), registered or unregistered under Rule 144A, issued by firms organized and operating within the United States or by depository institutions licensed by the United States rated A or better by a nationally recognized rating service at the time of purchase. (Rule 144A bonds or notes must include rights of registration. Any bond or note that falls below investment quality must be eliminated expeditiously unless the Board is notified for the reason or rational to be held);
8. General Obligation and/or Revenue Bonds of state or local government taxable or tax-exempt debt rated A or higher, for long term debt, by a nationally recognized rating service or rated at least MIG-2 or SP-2, for short term debt, by a nationally recognized rating service;
9. Intergovernmental investment pools authorized pursuant to the Florida Inter-local Cooperation Act, provided in Section 163.01, Florida Statutes.
10. Common and preferred stocks from domestic and foreign corporations;
11. Mutual Funds and co-mingled Common Trust Funds, provided the underlying investments meet the minimum quality standards of trust investments;
12. Repurchase agreements composed of only those investments authorized in numbers 1, 2, and 3 (above) (All firms are required to sign the Trust Funds' Master Repurchase Agreement prior to the execution of a repurchase agreement transaction); and
13. Real estate and real estate securities as deemed proper investments by the Board; and
14. High Yield Bond Mutual Funds not to exceed 5% of the total portfolio value of the Trust Fund.

VI. MATURITY AND LIQUIDATION REQUIREMENTS

- A. The maximum maturity of Trust Fund investments will be as follows:
 1. For certificates of deposit, 1 year or less from the date of purchase.

2. For commercial paper, 180 days or less from the date of purchase.
 3. For banker's acceptances, 180 days or less from the date of purchase.
 4. For money market funds, 120 days or less from the date of purchase.
 5. For repurchase agreements, 90 days or less from the date of purchase.
- B. To the extent possible, every attempt should be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

VII. PORTFOLIO COMPOSITION

- A. The Managing Trustee will adhere to the following specific guidelines for the investment of Trust Fund assets:
1. A maximum of 60% of the Trust Fund is to be invested in equity securities (International investments will not exceed 10% of the value of the equity portion within a Trust Fund); the long term targeted range is 50%.
 2. A minimum of 40% of the Trust Fund is to be invested in fixed income securities; the long term targeted range is 50%, and
 3. A maximum of 25% and a minimum of 0% of the Trust Fund are to be invested in cash equivalents.
 4. A maximum of 5% of the Trust Fund may be invested in High Yield Bond Mutual Funds.
- B. The Board will consider changes to the investment category ranges based on changes in contractual obligations of the Cemetery System, market environment or other conditions making such consideration appropriate toward administering this investment policy.

VIII. RISK AND DIVERSIFICATION

- A. The Board has adopted a strategy, described in Sections V, VI and VII, whereby the Trust Fund portfolio will be diversified to the extent practicable to control the risk of loss which might result from an over-concentration of investments in a specific security, maturity, issuer, dealer, or bank through which financial instruments are bought or sold.
- B. In a further effort to control the risk of loss and assure adequate diversification, the following limitations are imposed upon the investment of Trust Funds:

1. A maximum of 5% investment in the outstanding common stock of any one company or organization;
2. A maximum of 5% investment in the outstanding debt issuance of any one company or organization except for U.S. Government Securities or Agencies; and
3. In International equities, a maximum of 20% of the total international portfolio investment in any foreign country.
4. A maximum of 25% investment in any one mutual fund.

IX. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities will be held with the Custodial Bank (Bank) under a contractual agreement with the Board. All securities purchased by and all collateral obtained by the Investment Manager or the Board is designated as assets of the Trust Fund. No withdrawal of securities, or transfer of funds, in whole or in part, can be made from safekeeping except by authorization of the Board. Securities transactions between a broker-dealer and the Bank involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the Bank will have the security or money, as appropriate, in hand at the conclusion of the transaction.

X. MASTER REPURCHASE AGREEMENT

All approved institutions and dealers transacting repurchase agreements shall execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

XI. BID REQUIREMENTS

The Managing Trustee shall obtain competitive bids and offers on investment transactions to the fullest extent possible.

XII. INTERNAL CONTROLS

- A. The Director of Finance shall establish a system of internal controls and written operational procedures to be a part of the operational procedures of the Trust Fund. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment"

procedures. No person may engage in an investment transaction except as authorized under the terms of this policy.

- B. Independent auditors, as a normal part of their annual financial audits, may conduct a review of the system of internal controls to ensure compliance with policies and procedures.

XIII. CONTINUING EDUCATION

Any designated City officials responsible for making investment decisions related to this policy have the responsibility for completing 8 hours of continuing education annually in subjects or courses related to investment practices and products.

XIV. REPORTING

The Managing Trustee shall provide periodic reports, which are to include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be made available for submission to the City Commission, the Board and shall be available to the public.

APPROVED AND ADOPTED BY THE CITY OF FORT LAUDERDALE CEMETERY SYSTEM BOARD OF TRUSTEES ON March 18, 2004. APPROVED BY THE CITY OF FORT LAUDERDALE COMMISSION ON APRIL 20, 2004.

Chapter 10 CEMETERIES*

***Editor's note:** Ord. No. C-90-102, § 1, adopted Dec. 18, 1990, amended Ch. 10 in its entirety to read as herein set out. Prior to inclusion of said ordinance, Ch. 10 pertained to similar subject matter and derived from Code 1953, §§ 13-1, 13-2, 13-6, 13-6.1, 13-7, 13-8(a)--(c), 13-9--13-11, 13-14--13-19, 13-21. See the Code Comparative Table for a detailed analysis of inclusion.

State law references: Municipal Home Rule Powers Act, F.S. ch. 166; burial permits, F.S. § 382.006 et seq.

Article I. In General

Sec. 10-1. All burials to be in properly platted and recorded cemetery.

Secs. 10-2--10-24. Reserved.

Article II. Municipal Cemetery System

Division 1. Generally

Sec. 10-25. Scope.

Sec. 10-25.1. Authority to contract for maintenance and operation.

Sec. 10-26. Declared public municipal cemetery system; supervision; locations.

Sec. 10-27. Cemetery system board of trustees created; duties generally; penalty for violation of board's rules and regulations.

Sec. 10-28. Cemetery manager; qualifications, duties generally.

Sec. 10-29. Prices for cemetery plots, mausoleum crypts and columbarium niches.

Secs. 10-30--10-45. Reserved.

Division 2. Funds and Trusts

Sec. 10-46. Naming of trustee of funds; investments of funds; annual financial statement.

Sec. 10-47. Municipal cemetery system funds.

Sec. 10-48. Reserved.

Sec. 10-49. Fiscal year.

Sec. 10-50. Bonds on persons handling funds.

Secs. 10-51--10-59. Reserved.

Division 3. Memorials, Monuments, Foundations and Curbs

Sec. 10-60. Specifications for installations.

Article III. Burial of Paupers

Sec. 10-61. Burial of paupers.

ARTICLE I. IN GENERAL

Page 1 of 1

ARTICLE I. IN GENERAL

Sec. 10-1. All burials to be in properly platted and recorded cemetery.

It shall be unlawful for any person to bury or entomb the dead body of any human being in the city, except in a cemetery, the plat of which has been, before the date of such burial or entombment, submitted to and approved by the commission, showing the size and situation of the cemetery, its subdivisions and the methods used and intended to be used to designate plainly the location of burying lots or graves, entombment crypts, and columbarium niches therein, and which plat shall have been recorded in the public records of the county and a copy thereof furnished to the city cemetery manager or his designee. No burials, entombments, interments, or disinterments shall be permitted at Woodlawn Cemetery.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 1, 9-4-02)

Secs. 10-2--10-24. Reserved.

ARTICLE II. MUNICIPAL CEMETERY SYSTEM

Page 1 of 3

ARTICLE II. MUNICIPAL CEMETERY SYSTEM**DIVISION 1. GENERALLY****Sec. 10-25. Scope.**

Except as otherwise stated in this article, this article applies to cemeteries that are owned or controlled by the city.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-25.1. Authority to contract for maintenance and operation.

The city commission, by motion, may authorize the proper city officials to enter into a contract with a private entity for the maintenance and operation of all or any portion of the functions of the municipal cemetery system. Notwithstanding anything to the contrary in this chapter, the terms and conditions of such contract shall control the functions of the municipal cemetery system.

(Ord. No. C-93-24, § 1, 4-6-93)

Sec. 10-26. Declared public municipal cemetery system; supervision; locations.

There is hereby declared a public municipal cemetery system of the city, such cemetery system being under the control and supervision of the city and comprised of the following described properties:

- (1) Lauderdale Memorial Park, located on blocks 104, 105, 106, 107, 108 and 109 of Lauderdale, and blocks 120, 121, 122, 123, 124 and 125 of Lauderdale 4th, together with all improvements thereon.
- (2) Sunset Memorial Gardens, located on the south half of the southeast quarter of the southeast quarter and the southeast quarter of the southwest quarter of the southeast quarter, all of Section 30, Township 49 South, Range 42 East, less the south 35 feet and the east 35 feet thereof, together with all improvements thereon.
- (3) Evergreen Cemetery, located on blocks 1 through 33 of Evergreen Cemetery, and blocks 34 through 51 of First Addition Evergreen Cemetery, and blocks 52 through 58 of Second Addition Evergreen Cemetery, and blocks 59 through 69, and blocks 70 through 79, Parcel "A" and Parcel "B" of Evergreen Cemetery Third Addition, together with all improvements thereon.
- (4) Woodlawn Cemetery, located on all of blocks 1 through 4 and areas identified as roads and walkways of Replat of North Woodlawn Cemetery, according to the plat thereof, recorded in Plat Book 19, Page 1, of the public records of Broward County, Florida, together with all improvements thereon.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 2, 9-4-02)

Sec. 10-27. Cemetery system board of trustees created; duties generally; penalty for violation of board's rules and regulations.

ARTICLE II. MUNICIPAL CEMETERY SYSTEM

Page 2 of 3

(a) There is hereby created a cemetery system board of trustees, consisting of ten (10) members, which shall administer the operation of the cemetery system. The present members of the board of trustees of Lauderdale Memorial Park shall constitute the initial cemetery system board of trustees until new appointments are made by the city commission as provided in this section. Each city commissioner shall nominate two (2) persons to the board, which nomination shall be approved by resolution of the city commission. Each member shall serve for a term of one (1) year and without compensation. In the event of the resignation or death of a member, the nominating city commissioner shall nominate a substitute member for the remainder of the term, which nomination shall be approved by resolution of the city commission.

(b) The cemetery system board of trustees shall promulgate rules and regulations for the operation of the municipal cemetery system, subject to the approval of the city commission. Such rules and regulations shall be plainly printed or typewritten and maintained in the offices of the municipal cemetery system or in such places within the cemetery system as the board may prescribe. Any person violating such rules and regulations shall be punished as provided in section 1-6 of the Code.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-92-13, § 1, 2-4-92)

Sec. 10-28. Cemetery manager; qualifications, duties generally.

Supervision of the municipal cemetery system shall be under the direction of the cemetery manager, who shall be appointed in accordance with the qualifications as set forth in the civil service classification plan and shall be selected and appointed in accordance with the civil service laws. The duties of the manager of the cemetery system or employees under his direction are as follows:

- (1) *Attendance at cemetery.* To be in attendance at the cemetery system administration office during the working day or have one (1) of his employees present in order to discharge his duties without delay.
- (2) *Record of burials, entombments and inurnments.* To keep complete and accurate records at the cemetery system administrative office of the names of the deceased, the subdivision, lot, section and plot in which the burial is made, or the mausoleum wall, row, and crypt in which an entombment is made, or columbarium wall, row and niche in which an inurnment is made, the date of burial, entombments, or inurnment, and the name of the funeral director conducting the funeral.
- (3) *Examination of burial permits.* To determine and examine burial permits and to refuse burial or entombment until such permit and papers shall comply with the state law and the restrictions of the city.
- (4) *Exclusive right to dig and fill graves.* To hold the sole and exclusive right in person or through competent employees selected and appointed in accordance with established city procedures or through a contractual agreement, to dig and fill all graves and to reopen and close a grave, a crypt or a niche upon request of a duly authorized and competent party after having received all required permits from the appropriate authorities, and do all other work required in the operation of the cemetery system.
- (5) *Monthly and annual reports.* To make monthly and annual reports to the cemetery system board of trustees, city manager and director of finance showing the total number of interments, entombments and inurnments with other pertinent information, including a statement of the lots, crypts and niches sold and funds received and deposited with the city treasurer.
- (6) *Enforcement of article.* To enforce and abide by the terms of this article or any other article of this chapter.

ARTICLE II. MUNICIPAL CEMETERY SYSTEM

Page 3 of 3

(7) *Aid public.* To aid and assist the public in the locating of burial spaces, entombment crypts and inurnment niches or in interpreting the meaning of this article and to take such steps as are necessary for the protection and convenience of all funeral service attendees.

(8) *Duplicate plat of cemeteries.* To keep a duplicate plat and record of each cemetery in the cemetery system, on which shall be shown all sections, lots or plots and subdivisions with the location, name and date of all burials, mausoleum walls, rows and crypts with the name and date of all entombments and columbarium walls, rows and niches with the location, name and date of all inurnments.

(9) *Record of plots, crypts and niches sold.* To keep a plat and plat book of the cemeteries on which shall be shown all plots, crypts and niches which are sold or are for sale and a record made of the date, name of purchaser and the amount received for each sale.

(10) *Selling lots, plots, crypts and niches.* To sell such lots, plots, crypts and niches in the municipal cemetery system as are authorized by the cemetery system board of trustees under the restrictions imposed by such board and at the price set by the city commission, and to issue a certificate of ownership of burial rights, entombment rights or inurnment rights upon a payment of the whole amount, naming such special restrictions as are not set forth in this article, signed by the proper city officials and stamped with the seal of the city.

(11) *Record transfers of certificates of ownership.* To record the transfer of certificates of ownership of burial rights, entombment rights or inurnment rights from one (1) owner to another, after a request for transfer has been made and the appropriate fee has been paid.

(12) *Record in cemetery office certain transactions.* To record in the office of the cemetery manager all owners' declaration of reservation for burial rights, entombment rights and inurnment rights with the signatures of the owners, the names of all proposed interments, entombments or inurnments, the individual's relationship to the owner and a complete legal description of the designated plot, crypt or niche to be used.

(13) *Collection of moneys.* To collect all money in payment for lots, plots, crypts, niches, perpetual care, interments, entombments, inurnments, merchandise and for all services rendered by the employees of the cemetery system in the performance of their duties, and such moneys so collected, after being checked by the finance department, shall be deposited with the city treasurer who shall give a receipt for the funds received.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-29. Prices for cemetery plots, mausoleum crypts and columbarium niches.

The prices to be charged for plots, crypts, niches, merchandise and services within the municipal cemetery system shall be as established by the cemetery manager, subject to review by the cemetery system board of trustees and with the approval by resolution of the city commission.

(Ord. No. C-90-102, § 1, 12-18-90)

Secs. 10-30--10-45. Reserved.

DIVISION 2. FUNDS AND TRUSTS

Page 1 of 2

DIVISION 2. FUNDS AND TRUSTS

Sec. 10-46. Naming of trustee of funds; investments of funds; annual financial statement.

(a) The cemetery system board of trustees shall be the trustor of and shall recommend to the city commission a trustee to manage the perpetual care trust. The managing trustee shall be a bank or other investment counselor licensed by this state to handle the investment of fiduciary funds.

(b) The investment of cemetery system funds shall be made by the trustee in such securities as constitutes investments legal for trustees under the laws of the State of Florida, in effect on the date hereof, and any amendments that may be made from time to time. At the end of each month, the trustee shall furnish the city and the cemetery system board of trustees a complete financial statement as to the condition of the various investments held for the perpetual care trust.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-03-45, § 1, 1-6-04)

Sec. 10-47. Municipal cemetery system funds.

(a) *Perpetual care trust.* There shall be a perpetual care trust comprised of the following income sources and authorized expenditures:

(1) *Income.* There shall be set aside and deposited in the perpetual care trust:

a. Nineteen (19) percent of the total amount received from the sale of each lot or plot, columbarium niche and mausoleum crypt; and

b. For each memorial, monument, marker or bench sold or installed or both in the cemetery system, twenty cents (\$0.20) per square inch of the top surface of bronze markers and the top surface of the base of stone monuments.

(2) *Expenditures.* The income of the perpetual care trust shall be used only for the following purposes:

a. The perpetual care of lots, plots, crypts, and niches; and

b. The repair of lots, plots, crypts, and niches to the extent that such are damaged through the maintenance process, which maintenance shall not include the regular repair, cleaning, refinishing or replacement of any item deteriorated from age or use, but shall include the cleaning and maintenance of the mausoleum and the columbarium as well as the turf and common areas surrounding structures; and

c. The cost of managing the perpetual care trust; and

d. Capital improvements to the cemetery system when recommended by the cemetery system board of trustees and approved by the city commission may be funded with excess accumulated income from all years, provided that the finance director has determined that such action will not adversely affect the perpetual operation and maintenance of the cemetery system.

No portion of the corpus of the perpetual care trust shall be withdrawn for any reason whatsoever.

DIVISION 2. FUNDS AND TRUSTS

Page 2 of 2

(b) [*Reserved.*]

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-00-55, § 1, 10-3-00; Ord. No. C-03-45, § 2, 1-6-04)

Sec. 10-48. Reserved.

Editor's note: Ord. No. C-00-55, § 2, adopted Sept. 26, 2000, repealed § 10-48 in its entirety. Formerly, said section pertained to duties of the director of finance as adopted by Ord. No. C-90-102, § 1, Dec. 18, 1990. See the Code Comparative Table.

Sec. 10-49. Fiscal year.

The cemetery system shall be operated on a fiscal year basis coinciding with the fiscal year of the city.

(Ord. No. C-90-102, § 1, 12-18-90)

Sec. 10-50. Bonds on persons handling funds.

All persons handling funds in the operation of the cemetery system shall be bonded in the amount decided upon by the director of finance.

(Ord. No. C-90-102, § 1, 12-18-90)

Secs. 10-51--10-59. Reserved.

DIVISION 3. MEMORIALS, MONUMENTS, FOUNDATIONS AND CURBS**Sec. 10-60. Specifications for installations.**

The following regulations shall govern the installation of memorials, monuments, foundations and curbs in the cemetery system:

- (1) *Memorials.* Bronze memorials conforming to the specifications set forth in the cemetery system's rules and regulations shall be permitted.
- (2) *Monuments.* Aboveground or ground level monuments of natural stone with a minimum thickness of four (4) inches shall be permitted only in Evergreen Cemetery and Woodlawn Cemetery. No artificial stone of any description shall be permitted.
- (3) *Foundations.* All memorials and monuments installed on the ground surface or below ground shall have a foundation.
 - a. Bronze memorials not installed on a natural stone base or an upright monument shall be installed on a concrete foundation of appropriate size to prohibit the visibility beyond the edges of the bronze. The foundation shall have a minimum thickness of two and one-half (2 1/2) inches and shall contain wire mesh or four (4) one-quarter-inch steel reinforcement rods, two (2) running end to end, two (2) running side to side and tied at the four (4) cross points. The reinforcement shall be placed at a depth of one-half (1/2) the total thickness of the foundation.
 - b. Natural stone monuments in Evergreen Cemetery and Woodlawn Cemetery shall be installed on concrete foundations with four (4) five-eighths-inch steel reinforcement rods, two (2) running end to end and two (2) running side to side, tied at the four (4) cross points and placed at a depth of one-half (1/2) the total thickness of the foundation. Each foundation shall be at least twelve (12) inches in depth or as deep as the terrain allows, and shall have area at the bottom at least twice that of the base of the monument.
- (4) *Curbs.* An existing curb shall be permitted to remain until its removal for the purpose of preparing for an interment within the enclosed curbed area or in a plot adjacent to the curb. Such curbing, once removed, shall not be reinstalled. Curbs shall be permitted only in the first and the second additions (Blocks one (1) through fifty-eight (58), inclusive) of Evergreen Cemetery and shall comply with the following specifications:
 - a. *Concrete.* Width six (6) inches. Depth twelve (12) inches. Reinforcement four (4) three-eighths-inch steel rods, two (2) placed in the top and two (2) placed in the bottom and tied at each cross point. The mix shall be 1-2-4.
 - b. *Natural stone.* A minimum of six (6) inches both in width and in height, mounted on concrete base which shall be a minimum of six (6) inches both in width and in height, and reinforced with two (2) three-eighths-inch steel rods.

(Ord. No. C-90-102, § 1, 12-18-90; Ord. No. C-02-21, § 3, 9-4-02)

ARTICLE III. BURIAL OF PAUPERS

Page 1 of 1

ARTICLE III. BURIAL OF PAUPERS**Sec. 10-61. Burial of paupers.**

The city commission may designate a portion of a cemetery in the municipal cemetery system to the burial of the poor. Whenever it is made to appear to the cemetery manager by proof submitted that a person who has died does not have an estate sufficient to pay the purchase price of a plot in the designated cemetery, and the nearest relative or representative of such deceased person desires to have the human remains of such deceased interred, the cemetery manager shall grant a burial space for such deceased person, in the designated portion of a cemetery. All strangers without funds or paupers who may die in the city may be accorded the privileges herein granted. In the event the burial space of any deceased person granted this privilege is to be marked with an appropriate marker, either donated or purchased, prior to the marker's installation the city must receive the purchase price of the burial space at the time of interment.

(Ord. No. C-90-102, § 1, 12-18-90)

Cemetery Trust Fund Activity

ATTACHMENT D

Fiscal Yr	Opening Fund Balance	Property Sales PC	Deposits			Expenses			Ending Fund Balance	Corpus	% of Fund	Accumulated Earnings	Fund Return (1)	Fund Return Less Exp (2)						
			Capital Gain/Losses	Dividends Interest	Bank Fees	Maint Expense	Capital Expense													
1986	\$5,000,075	\$117,232	\$80,247	\$529,947	\$17,956	\$316,510	\$0	\$5,393,035	\$2,119,978	42%	\$3,273,057	8%	12%							
1987	\$5,393,035	\$138,501	\$21,465	\$629,737	\$13,778	\$333,661	\$0	\$5,835,299	\$2,258,479	42%	\$3,576,820	8%	12%							
1988	\$5,835,299	\$154,247	\$76,694	\$419,557	\$15,965	\$373,343	\$0	\$6,096,489	\$2,412,726	41%	\$3,683,763	4%	9%							
1989	\$6,096,489	\$168,123	-\$105,692	\$604,636	\$27,624	\$332,850	\$0	\$6,403,082	\$2,580,849	42%	\$3,822,233	5%	8%							
1990	\$6,403,082	\$170,112	\$58,798	\$630,880	\$30,025	\$436,876	\$0	\$6,795,971	\$2,750,961	43%	\$4,045,010	6%	11%							
1991	\$6,795,971	\$127,676	-\$35,184	\$664,076	\$29,267	\$375,337	\$0	\$7,047,935	\$2,878,637	42%	\$4,169,298	4%	8%							
1992	\$7,047,935	\$125,149	\$75,812	\$545,434	\$26,800	\$276,535	\$0	\$7,490,995	\$3,003,786	43%	\$4,487,209	6%	9%							
1993	\$7,490,995	\$114,504	-\$51,742	\$512,297	\$28,455	\$865,459	\$0	\$7,172,140	\$3,118,290	42%	\$4,053,850	-4%	6%							
1994	\$7,172,140	\$240,262	-\$93,429	\$543,628	\$35,583	\$552,131	\$0	\$7,274,887	\$3,358,552	47%	\$3,916,335	1%	6%							
1995	\$7,274,887	\$264,769	\$201,060	\$474,512	\$45,240	\$290,114	\$0	\$7,879,874	\$3,623,321	50%	\$4,256,553	8%	9%							
1996	\$7,879,874	\$423,801	\$251,850	\$469,481	\$42,786	\$426,694	\$0	\$8,555,526	\$4,047,122	51%	\$4,508,404	9%	9%							
1997	\$8,555,526	\$368,002	\$1,755,389	\$505,505	\$42,408	\$456,838	\$0	\$10,685,176	\$4,415,124	52%	\$6,270,052	25%	26%							
1998	\$10,685,176	\$343,902	\$471,710	\$502,862	\$48,366	\$444,268	\$70,000	\$11,441,016	\$4,759,026	45%	\$6,681,990	7%	9%							
1999	\$11,441,016	\$406,228	\$903,338	\$519,706	\$56,160	\$461,071	\$0	\$12,753,057	\$5,165,254	45%	\$7,587,803	11%	12%							
2000	\$12,753,057	\$302,181	\$964,142	\$541,165	\$68,216	\$453,937	\$0	\$14,038,392	\$5,467,435	43%	\$8,570,957	10%	12%							
2001	\$14,038,392	\$352,428	-\$2,302,403	\$510,868	\$63,313	\$434,632	\$0	\$12,101,340	\$5,819,863	41%	\$6,281,477	-14%	-13%							
2002	\$12,101,340	\$740,692	-\$1,079,553	\$495,449	\$62,580	\$445,360	\$12,490	\$11,737,498	\$6,560,555	54%	\$5,176,943	-3%	-5%							
2003	\$11,737,498	\$376,827	\$901,124	\$492,740	\$48,952	\$434,918	\$20,942	\$13,003,377	\$6,937,382	59%	\$6,065,995	11%	12%							
2004	\$13,003,377	\$427,809	\$698,503	\$446,321	\$59,846	\$472,306	\$0	\$14,043,858	\$7,365,191	57%	\$6,678,667	8%	9%							
2005	\$14,042,492	\$495,768	\$1,049,467	\$481,751	\$74,664	\$467,515	\$10,892	\$15,516,407	\$7,860,959	56%	\$7,655,448	10%	11%							
2006	\$15,516,407	\$540,448	\$565,494	\$593,022	\$88,491	\$515,653	\$926,380	\$15,684,847	\$8,401,407	54%	\$7,283,440	1%	7%							
2007	\$15,684,847	\$655,016	\$1,116,281	\$705,640	\$95,418	\$596,092	\$338,890	\$17,131,384	\$9,056,423	58%	\$8,074,961	9%	12%							
2008	\$17,131,384	\$546,701	-\$2,458,755	\$652,384	\$95,786	\$607,264	\$969	\$15,167,695	\$9,603,124	56%	\$5,564,571	-11%	-11%							
2009	\$15,167,195	\$658,958	\$1,123,628	\$477,816	\$91,598	\$424,759	\$0	\$16,290,823	\$10,262,082	68%	\$6,028,741	7%	11%							
2010	\$16,290,823	\$681,478	\$2,279,698	\$621,146	\$105,557	\$498,168	\$75,015	\$18,570,521	\$10,943,560	67%	\$7,626,961	14%	18%							
\$8,940,814													\$6,467,942	\$13,470,560	\$1,314,834	\$11,292,291	\$1,455,578	Avg Return	6%	8%

*Notes:

(1) Fund return percentage based on beginning balance after deposits and expenses.

(2) Fund return prior to expenses.

Total Deposits \$28,879,316

Total Expenses \$14,062,703

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

PART II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that

the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of

the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

Question and Answers for Bid #715-10686 - Trust Services for Cemetery Perpetual Care Trust Fund

OVERALL BID QUESTIONS

Question 1

It appears as though this bid is primarily for a Bank or Trust Company to provide Bundled Services (Custody, Investments, and Consulting).

Would it be regarded as an acceptable bid submission for an Independent Consulting Firm to complete the Bid Document by including a Custodial Fee (to be provided by others identified at a later date)? (Submitted: Jan 6, 2011 11:06:05 AM EST)

Answer

- It is correct that we are requesting bundled services. Therefore all bids should identify all individuals, banks, companies, etc, that will be involved identified as requested in the request for proposal document (RFP). (Answered: Jan 6, 2011 1:02:21 PM EST)

Question 2

On the page titled "Requirements of the Proposal" it states that all responses are to be less than 50 pages, does that apply to this RFP? (Submitted: Jan 20, 2011 2:38:01 PM EST)

Answer

- No, responses do not need to be limited to 50 pages. (Answered: Jan 20, 2011 2:38:30 PM EST)

Question 3

Q1:

In attachment B "Code of Ordinances" Sec. 10-46 subsection (a); it states the trustor shall recommend to the city commission a trustee to manage the perpetual care trust. Further that the trustee shall be a bank or other investment counselor licensed by this state to handle the investment of fiduciary funds. Question: What specific state of Florida issued licenses does an investment counselor need to hold to be qualified?

Q2:

In attachment B "Code of Ordinances" Sec. 10-46 subsection (b); the opening line states "The investment of cemetery funds shall be made by the trustee..." This paragraph read within the context of the prior paragraph (subsection a) defines a Discretionary investment management relationship between the Board of Trustees, the Trustor, and the managing trustee. Question: Has the board recommended and city council approved moving to a consultant non-discretionary relationship between the Trustor and the managing trustee?

Q3:

In attachment C there are four allocations made to various equity styles that begin with the title Columbia. Are these mutual funds? If so when the board contemplates the total expense of the current managing trustee how are the expense ratios within the mutual funds added into the total expense calculation?

Q4:

When compiling cost proposals from RFP bidders, what methodology has the Board determined to use to ensure an accurate and consistent cost representation is being made? For instance a consultant organization would need to add a third party trust company with Florida trust powers as well as the underlying investment managers. In essence three separate cost. One bank might deliver Florida trust powers and manage the whole account internally with limited or zero additional investment management cost. Another bank might deliver Florida trust powers and use 100% outside investment managers. All three of these solutions could enter dramatically different data on your Fee Tab, which would misrepresent actual cost by wide a margin. (Submitted: Jan 24, 2011 8:30:54 AM EST)

Answer

- Q1 - It is not specific in the ordinance to what license should be held, however, within the RFP certain questions pertain to the technical expertise and past performance of the entity. The evaluators on the committee would base their scoring on that criteria of understanding the overall needs of the City for such service.

Q2 - This was proposed in the past, however, the Board, Commission and City have decided to continue to offer the Trust to be managed as defined in the RFP.

Q - 3 The Columbia Funds shown are not mutual Funds. These are actively managed equity portfolios. Any mutual funds proposed should have the cost shown in calculating the annual cost to managing the fund.

Q - 4 Not clear on your question however, no one can bid on one aspect of the RFP. They would be non-responsive if they for example bid only as a custodial trustee. RFP is all inclusive and should several entities together make a proposal it would need to be reviewed to determine if it is responsive to the RFP. **(Answered: Jan 25, 2011 8:14:27 AM EST)**